

**DECLARATION OF PROTECTIVE COVENANTS  
FOR EASTSIDE INDUSTRIAL PARK - ONE**

This declaration is made by **Eastside Industrial Park**, a Partnership, hereafter referred to as Declarant.

The Declarant is the owner of all lands embraced in the Subdivision known as Eastside Industrial Park - One, which is platted and of record in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sheridan, Wyoming. This plan is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as is fully set out herein.

The Declarant intends to sell all of the lots, tracts and parcels of land contained in Eastside Industrial Park - One.

All of the lots, parcels, tracts and portions of this Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every parcel of land therein. These covenants shall be binding on all owners of land in this Subdivision and their successors in interest, regardless of how that interest is acquired. This includes among others, adverse possessors, lessees and purchasers pursuant to a general plan for the improvement and benefit of Eastside Industrial Park - One.

It is the intention of the Declarant that the lands located in this Subdivision shall be developed and maintained as a B-2 Business area. The purpose of the following covenants is that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this Declaration.

These covenants are imposed upon the lands comprising the Eastside Industrial Park - One as an obligation or charge against the same for the benefit of each and every lot and tract in the Subdivision and the owner or owners thereof. Each and every owner of land in this Subdivision shall have a right to enforce the following covenants which are imposed upon each and every lot and tract in this Subdivision.

**Business and Commercial Restrictions**

All tracts and lots shall be used only for business and commercial purposes.

Business or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front or in connection with the lands in this subdivision.

**Set Back Lines**

All set back lines shall be in accordance with the plat and City of Sheridan regulations.

**Tanks**

Fuel oil tanks and similar tanks which may be visible from the street shall be enclosed, buried, or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts, and in accordance with local and state fire codes.

**Water and Sewer**

Water and sewer services are provided by the City of Sheridan.

**Approval of Building Plans**

Buildings, fences, walls, exterior lighting facilities, or other structures may be constructed after plans and specifications are approved by the City of Sheridan. Basically all work must meet the City of Sheridan codes.

**Restricted Uses**

Animals, livestock and poultry are not allowed to be kept, raised or bred in any part of this subdivision.

The use of any portion of the subdivision as a dumping or storage ground for rubbish, trash, garbage, junk equipment, and other waste is prohibited. Trash, garbage, junk equipment and other wastes shall not be allowed to accumulated and/or shall be kept in sanitary containers. all other equipment for storage of such usable material shall be kept in a clean and sanitary condition.

Signs of any kind may be displayed to the public view only after approval by the Declarant or its successor in interest. Generally, signing shall comply with City of Sheridan codes.

Excavation for stone, gravel, or earth on any lot is prohibited. Excavation for construction purposes is permitted, but only after construction has commenced and during the construction period.

All lands, buildings and structures shall be maintained and kept in good repair.

IN WITNESS WHEREOF, the Parties hereto set their hands to this Agreement this 26<sup>th</sup> day of September, 1996.

EASTSIDE INDUSTRIAL PARK — ONE, A Partnership, by:

[Signature]  
Walter J. Pilch

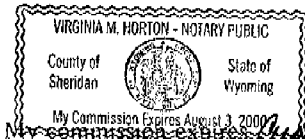
[Signature]  
Seymour Thickman

[Signature] for Muriel Thickman  
Muriel Thickman

[Signature]  
Gerald K. Pelesky

The foregoing instrument was acknowledged before me by Walter J. Pilch this 26<sup>th</sup> day of September, 1996.

Witness my official hand and seal.

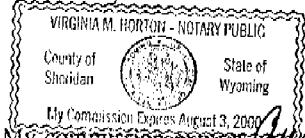


[Signature]  
Notary Public

My commission expires August 3, 2000.

The foregoing instrument was acknowledged before me by Seymour Thickman and Muriel Thickman this 26<sup>th</sup> day of September, 1996.

Witness my official hand and seal.

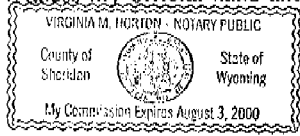


[Signature]  
Notary Public

My commission expires August 3, 2000.

The foregoing instrument was acknowledged before me by **Gerald K. Pelesky** this 26<sup>th</sup> day of September, 1996.

Witness my official hand and seal.



Virginia M. Horton  
Notary Public

My commission expires August 3, 2000.

**J.D. PELESKY CONSTRUCTION COMPANY, INC.**, A Wyoming Corporation, By:

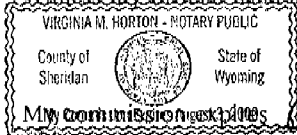
Gerald K. Pelesky  
Gerald K. Pelesky, President

Corporate Seal

The foregoing instrument was acknowledged before my by **Gerald K. Pelesky**, who appeared before me, and being duly sworn does say that he is the President of **J.D. Pelesky Construction Company, Inc.**, A Wyoming Corporation.

Dated this 26<sup>th</sup> day of September, 1996!

Witness my official hand and seal.



Virginia M. Horton  
Notary Public

My commission expires August 3, 2000.